

Date: 07 February, 2019

To
Managing Director
 Cross-World
 House-6, Road-92, Gulshan
 Dhaka-1212, Bangladesh

Sub: Work Order for Supply, Installation, Testing & Commissioning of 1600KVA 11/0.415KV Substation & Bus Bar Trunking System for NASSA Diamond at SE-D (3), 28 Gulshan Avenue Dhaka.

Kindly refer to the subject mentioned above, we would like to inform you that management has agreed to procure the following quantity and terms & conditions:

Details:

Foreign Part for Busbar Trunking (BBT) System:

| SL | Description | Unit | Qty | Unit Price (USD) | Total Price (USD) |
|---------------------|--|------|-----|------------------|-------------------|
| | 2500A AL 4W BBT (Brand: EAE, Origin: Turkey) | Lot | 1 | 44,271.00 | 44,271.00 |
| Total Amount in USD | | | | USD | 44,271.00 |

Local Part for BusBar Trunking (BBT) System:

| SL | Description | Unit | Qty | Unit Price (BDT) | Total Price (BDT) |
|---------------------|----------------------------|------|-----|------------------|-------------------|
| 1 | BBT Installation Materials | No | 1 | 68,190.00 | 68,190.00 |
| 2 | BBT Installation Charge | No | 1 | 75,000.00 | 75,000.00 |
| Total Amount in BDT | | | | BDT | 143,190.00 |

Local Part for 1600KVA Substation:

| SL | Description | Unit | Qty | Unit Price (BDT) | Total Price (BDT) |
|---------------------|---|------|-----|------------------|-------------------|
| 1 | 11KV Drop out Fuse | Set | 1 | 10,000.00 | 10,000.00 |
| 2 | 11KV Lightning Arrester | Set | 1 | 10,000.00 | 10,000.00 |
| 3 | HT Switchgear Panel (VCB-withdrawable type) - Incoming | Set | 1 | 800,000.00 | 800,000.00 |
| 4 | 1600KVA, Dry Type Transformer (Brand: SEA, Origin: Italy) | No | 1 | 2,143,451.85 | 2,143,451.85 |
| 5 | 11KV Heat Sink Kit | Sets | 6 | 3,500.00 | 21,000.00 |
| 6 | LT Switchgear Panel | Set | 1 | 1,783,895.11 | 1,783,895.11 |
| 7 | 960KVAR PFI Panel | Set | 1 | 836,098.25 | 836,098.25 |
| 8 | Earthing System | Sets | 8 | 35,000.00 | 280,000.00 |
| 9 | Installation Testing Commissioning (Including Loading, Unloading) | Job | 1 | 80,000.00 | 80,000.00 |
| 10 | Electric Licensing Board (ELB) | Job | 1 | 60,000.00 | 60,000.00 |
| Total Amount in BDT | | | | | 6,024,445.21 |
| Discount in BDT | | | | | 842,128.21 |
| Grand Total in BDT | | | | BDT | 5,182,317.00 |

N.B: CONSIDERING 1 USD = 83 BDT FOR FOREIGN PORTION.

Payment Mode:**Foreign Payment:**

Total Amount for in USD 44,271.00

100% payment will be at sight through an irrevocable letter of credit.

Local Payment:

Total Amount for in BDT 5,325,507.00

- 30% Advance with work order
- 30% After Factory Inspection before delivery at site
- 30% During Installation
- 10% After Testing, Commissioning and handing over the system to the purchaser or their representative.

Delivery Time: Delivery & installation, testing & commissioning have to be completed by within 150 days for foreign part and 75 days for Local part from the date of accepting the Work Order.

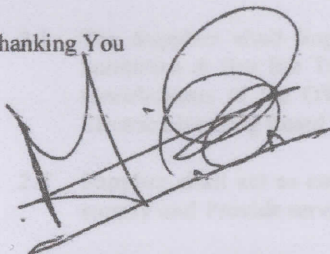
Warranty: 1 (One) year from the date of commissioning.

You are requested to take necessary steps in ensuring timely supply and installation.

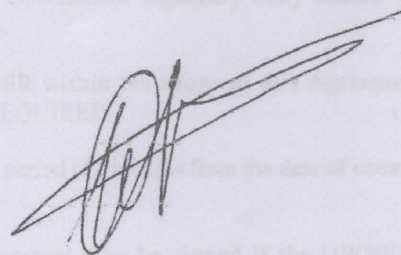
Location: NASSA Diamond at SE-D (3), 28 Gulshan Avenue.

Contact person: Engr. Ram Prashad, Project Manager, Cell No.01730092088

Thanking You



Engr. Md. Jasim Uddin Molla
Executive Director
Nassa Group



TERMS AND CONDITIONS

ARTICLE-1: DETAILS OF SERVICE REQUIRED SCOPE OF SUPPLY

- 1.1 The Supplier shall Supply, Installation, Testing, Commissioning of complete 1600KVA, 11/415KV Substation & 2500A BusBar Trunking System work of the commercial building to provided Drawings & SLD in favor of the owner within the frame of time. The specifications of the System are described in the technical Document given which along with the Work Order and other documents will be treated as an integral part of this Agreement.
- 1.2 The work in General includes Supply, Installation, Testing, and Commissioning of the following works for "NASSA Diamond at SE-D (3), 28 Gulshan Avenue Dhaka, BANGLADESH" Works shall be completed in all respect but not limited to the followings:
- a) Preparation of working detail drawing as per guide line drawings and SLD.
 - b) Preparation of material schedule as per drawing, specification and short description in schedule.
 - c) Supply, Installation, Testing, Commissioning & Balancing of the system including necessary provision for BMS integration, i.e. RS-485 port for Bacnet & Modbus Protocol.
 - d) Preparation of as built drawing for Substation & BBT.

The Supplier has to supply the equipment as per specification, drawing and acceptance, install the equipment as per manufacturer recommendation and direction of the Project Manager, testing and commissioning as per recommendation and he has to perform the performance test as per specified capacity and parameter.

The price and quantities of different items of the complete 1600KVA, 11/415KV Substation & 2500A BusBar Trunking System Works of Commercial Building for "NASSA Diamond", Dhaka, Bangladesh are described in this Agreement which will be treated as an integral part of this Agreement.

ARTICLE-2: SCOPE AND DURATION OF THE AGREEMENT

- 2.1 The Supplier shall Supply, Install, Test and Commission of Complete 1600KVA, 11/415KV Substation & Bus Bar Trunking System Works of Commercial Building as per the Work Order and specifications of the OWNER, it excludes all Government regulatory body related works except Electric Licensing Board (ELB) without govt. fee.
- 2.2 Supplier shall act as contractor for the OWNER within the scope of this Agreement and shall supply and Provide services AS AND WHEN REQUIRED.
- 2.3 This Agreement shall be valid up-to the warranty period (12 months from the date of commissioning) of the project.
- 2.4 After the warranty period, a maintenance contract may be signed if the OWNER desires to do so and the Supplier will be bound to follow the request of the OWNER.
- 2.5 The Supplier shall also liable to execute the said task of job within 150 days from the date of accepted/workable Letter of Credit/as per mode of payment for which the work must be completed, tested, commissioned and delivered in accordance with the work order or if required any extended time as per required for project work, provided the BBT LC is opened by owner within required timeline.

ARTICLE 3: DUTIES OF THE SUPPLIER:

- 3.1 The Supplier shall follow the instructions of the OWNER regarding supply, installation and maintenance of the Services. All designs, supplies and installation works must conform to the dictates, provisions and recommendations of Bangladesh National Building Code, 2006 (BNBC 2006) and as per IEC codes.
- 3.2 The Supplier shall Supply, Installation, Testing, Commissioning of the Complete 1600KVA 11/415KV Substation & 2500A Bus Bar Trunking System work of the Commercial Building.

- 3.3 The Supplier shall provide cost-free servicing for 12(Twelve) months counted from date of commissioning of electrical products/system.
- 3.4 The Supplier shall complete the Work conforming to the codes and practices as described in the BNBC-2006 and following IEC Codes. These supplies, installation, testing, commissioning works including provision for BMS integration must be executed with proper care, full satisfaction to the OWNER and up to the standards acceptable to the OWNER.
- 3.5 The Supplier shall take acknowledgement (duly filled in) for each delivery on receipt of consignment to the said project of the OWNER.
- 3.6 The Supplier shall ensure site security of the delivery items at site.

ARTICLE-4: DUTIES OF THE OWNER:

- 4.1 The OWNER shall expressly instruct the Supplier in writing to commence Work as per the Work Order, issuance of the Work Order by the OWNER shall mean its express instruction to commence the Work. **Foreign part- USD 44,271.00 (USD Forty-Four Thousand Two Hundred Seventy-One Only) and Local part- BDT 5,325,507.00 (Taka Fifty-Three Lac Twenty-Five Thousand Five Hundred Seven Only)**

ARTICLE-5: SUPERVISION:

- 5.1 The Supplier shall be solely in active charge of supervision of the Work and shall utilize in key position his field staff, only those personnel and technicians who are highly qualified and experienced for this particular type of Work and shall be subject to the approval of the Project Manager. The Supplier's full time Supervision Engineer for the site shall be B.Sc. Engineer (Electrical/Mechanical) with practical experiences to receive instruction on technical matters from Project Manager and shall be available at the Work site during the execution of the Works. Details and letter of consent from the key supervising staff shall have to be submitted as per market rate.
- 5.2 The Supplier shall observe, maintain & supervise the participation of the Supplier regarding the completion of the tender work in time.

ARTICLE-6: TIME OF WORKS

If necessary, the Supplier shall arrange to Work day and night to complete the Work within the stipulated period. No claim for monetary or any other benefits will be entertained for this. But in such cases of Works during night hours the Supplier must have to obtain prior written permission from the Project Manager.

ARTICLE-7: DEFECT LIABILITY PERIOD (MAINTENANCE PERIOD) WARRANTY PERIOD:

7.1 Definition:

Under the obligation of the Contract, the Supplier shall maintain the Work and rectify all defects or replace all defective Works and under specified materials, fixtures and equipment etc. as per instruction of the Project Manager, if detected during the defect liability period shall be as stated in the abstract of Tender and it shall be reckoned from the date of hand over of the Work.

7.2 Correction of the Defects

- a. The Manufacturing defects or the defects caused due to supply of under specified materials, fixtures, equipment etc. shall be replaced by the Supplier. But the Supplier shall not be responsible for rectifying the defects case due to mishandling or misuse or due to normal wear and tear of the fixture and equipment.
- b. The Project Manager is to give notice to the Supplier of any defects of which he is aware before the end of the defects liability period, which begins at the date of completion of Works and handover of the project to the OWNER.
- c. Every "Notice of Rectification of Defect" shall contain the instruction of the Project Manager with respect to the remedial measure (Replacement and Rectification of the Defect) to be taken by the Supplier. "Defects Correction Period" shall also be notified in the notice. The Supplier is to correct the notified defect within the defects correction period which is to be commenced within 7 (Seven) days from the date of receipt of notification of such defects.

- d. The Supplier is to correct defects which he notices himself before the end of the defects liability period.
- e. If any changes come after completion of work as per approved drawing, OWNER will pay for additional work as per the negotiated price as stated/quoted for that particular nature of work.

ARTICLE-8: PROGRAM OF WORKS

8.1 Submission of Program of Works

The Supplier shall submit to the OWNER, within 15 (Fifteen) days after signing formal agreement, the program of works to be followed by him for OWNER's approval.

8.2 Up-date Program

- a. An up-dated program is showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Work including any changes to the sequence of the activities.
- b. All variations are to be included in up-date program (s) to be produced by the Supplier.

ARTICLE-9: COMPLETION TIME AND HANDING OVER THE WORKS:

9.1 Meaning of completion

Completion means completion of the Work in all respect as per drawing, specification and terms and conditions of the Contract and handing over of the Work to the OWNER.

9.2 Completion of time

Time is the essence of the Contract. The Work to be performed under this Contract shall be completed within the stipulated time as mentioned in the Work Order reckoned date of accepting the Work Order by the Supplier.

ARTICLE-10: Completion Date and Completion Certificate

10.1 Inspection of works

Completing the Work, the Supplier shall inform to the Project Manager in writing that the Work has been completed. On receipt of the information, Project Manager shall fix a date for joint-inspection of the Work. The Project Manager will notify the date of inspection to the Supplier. The Project Manager and the Supplier or his authorized representative will inspect the work jointly. The Project Manager may also depute other representatives during the joint inspection.

10.2 Completion Date and Certificate

If the joint inspection reveals that the Work has been completed in all respect as per drawings and specification of the Contract, the Project Manager will issue a completion certificate within 15 (fifteen) days of such inspection.

ARTICLE-11: MATERIALS TO BE USED:

- a) All materials which will be used for execution and completion of the Work shall be supplied by the Supplier at his own cost.
- b) The materials supplied by the Supplier shall be new and unused and all the materials shall be supplied as per specifications/ attached approved makes.
- c) The Supplier shall procure materials only when samples are approved by the Project Manager.

ARTICLE-12: CHANGES IN THE BILL OF QUANTITIES:

- a) The quantities displayed in the Contract Rates of quantities may vary and such variation shall be entertained by the OWNER.
- b) Some items of Works noted in the Bill of Quantities may be dropped, the items to be included and the OWNER will entertain the dropped/included items.
- c) Some items of Works not covered by the item of Works in the Bill of Quantities may be needed to be

done, but it will not affect the Contract Rate. These items rates shall be determined as per market rate.

ARTICLE-13: AS BUILT DRAWING:

Supplier shall have to submit as built drawing before hand over the project.

ARTICLE-14: LIABILITY OF THE SUPPLIER

- a) The Supplier shall not transfer or divulge any information relating to or arising out of the Project under this Contract to any third party unless and until approved/consented by the Owner in writing.
- b) The Supplier shall be liable for all of the Works done by itself. The Supplier is further under strict obligation to make sure and to intimate the Owner in writing as to all defects subsisting or may subsist at the time of implementation, which may or may not affect the Works implemented by the Supplier. In other words, the Supplier shall always be under strict obligation to notify the Owner as to any possible or probable defect subsisting or may subsist in the construction and performance of the work or part thereof under this Contract which should have been revealed or known in due course of implementation of the works to be rendered under this contract. Not with standing such notification, it is the duty and responsibility of the Supplier to rectify any defect subsisting or any defects that may arise at its own cost.
- c) Supplier is under obligation to notify the Owner in writing as to any probable damages or defects likely to result due to any act of the Owner, if such act comes within the knowledge of the Supplier in advance before commissioning of such act.

ARTICLE-15: COMPLETION CERTIFICATE

Upon completion of installation or part thereof, an inspection of the Work shall be conducted under the supervision of erection supervisor and Owner's representative and a snagging will be produced. After full and successful completion of snagging or the Work a Completion Certificate will be issued by the Owner, at its discretion, stating that the erection, installation or the works has been satisfactorily completed as per CONTRACT.

ARTICLE-16: AFTER SALES SERVICE AND MAINTENANCE

The Supplier shall render the following services:

- 16.1 Free spares parts for 12-months from date of successful commissioning of all of the equipment, and controls of the Substation & BBT system.
- 16.2 Free service for 12- months from date of commissioning of all of the equipment, and controls of the Substation & BBT system.

ARTICLE-17: SETTLEMENT OF DISPUTES:

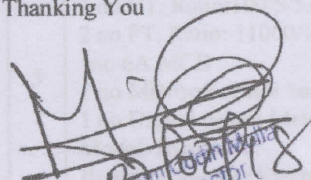
- 17.1 All disputes arising from, or in connection with this contract are to be settled amicably between the two parties through discussion.
- 17.2 In case of dispute arising between the two parties relating to this Agreement, the same shall be referred to arbitration of two Arbitrators, each to be nominated by the parties. The decision of the Arbitrators, so nominated, shall be final binding on both the parties. If the Arbitrators fail to agree, the dispute shall be referred to an Umpire nominated by the Arbitrators during the commencement of proceedings, whose decision shall be final and binding upon both the parties. The arbitration shall be conducted in accordance with the Arbitration Act of 2001 and any amendment thereto.
- 17.3 The place of Arbitration shall be in Dhaka, Bangladesh and the language of the Arbitration shall be English.

ARTICLE-18: DISPUTE RESOLUTION:

Any dispute or matter of difference and or disagreement between the Parties concerning the validity, scope, meaning, construction or effect of this AGREEMENT and or with regard to the rights, liabilities

and obligations of the Parties arising out of or in connection with any matter relating to this AGREEMENT, which cannot be settled by mutual discussion by and between the Parties hereto, shall be referred to and be settled and adjudicated upon by arbitration by 1 (one) arbitrator, to be mutually appointed by the Parties in accordance with the provisions of the Arbitration Act, 2001, and the award and determination of such arbitrator shall be final and binding upon both the parties and their respective heirs, executors, administrators and assignees.

Thanking You


Engr. Md. Jashim Uddin Molla
Executive Director
Nassa Group

ANNEXURE-1
Technical Specification of 1600KVA Substation:

| SL | Description | Unit | Qty |
|----|---|------|-----|
| 1 | 11KV Drop out Fuse Origin: China/Local | Set | 1 |
| 2 | 11KV Lightning Arrester Origin: China/Local | Set | 1 |
| 3 | HT Switchgear-(VCB- Withdrawable type) Panel (Incoming) VCB: 1 No 630A, 12KV, 25KA 3 no CT, Ratio:100/5/5A 2 no PT, Ratio: 11000/110V 1no 6A MCB 1 no Microprocessor based IDMT relay 1 no Digital power Meter Model: Evolis Brand: Schneider Electric Origin: France | Set | 1 |
| 4 | 1600KVA, Dry Type Transformer Rated voltage: 11000/415V Vector Group: Dyn11 No Load Loss: 2800W (Approx.) Load Loss at 75 deg C: 12200W (Approx) Impedance Voltage: 6% Primary/Secondary Winding Conductors: AL/AL Cooling: AN Brand: SEA Origin: Italy | No | 1 |
| 5 | 11KV Heat Shrink Kit Origin: China/Local | Sets | 6 |
| 6 | LT Switchgear Panel (3200A Cu Common Busbar): Multifunctional three phase monitoring relay- 2 set 2500/5A CT- 2 sets Digital Energy Meter: PM 1200-1 no (Schneider Electric) Incoming: ACB: 2 nos 2500A, 65KA, TP (Inter Locked) Model: N-Series Brand: Schneider Electric Assembled in Singapore/China/France Outgoing: ACB: 1 no 2500A TP (Model: N-Series) 1 no 1600A TP (Model: N-Series) MCCB: 1 no 630A TP Fixed type (Model: NSX- Series) Brand: Schneider Electric Assembled in Singapore/China/France | Set | 1 |
| 7 | 960KVAR PFI Panel (1600A Cu Basbar) 12 steps reactive power regulator & digital power factor meter Brand: Mikra Origin: Malaysia 1 no 10A TP MCB for controlling N.B: Power Factor should be above 0.95 Capacitor Bank (12 Steps) Brand: Epcos Origin: India | Set | 1 |

| | | | |
|---|---|------|---|
| | Air Contactor: 80A for 50KVAR Capacitor 40A for 25KVAR Capacitor 25A for 10KVAR Capacitor Brand: Hyundai Origin: Korea | | |
| | MCCB: 125A for 50KVAR Capacitor 63A for 25KVAR Capacitor 40A for 12.5KVAR Capacitor Brand: Hyundai Origin: Korea | | |
| 8 | Earthing System Earthing Boring: 100 ft Earthing Conductor: 2SWG Cu wire | Sets | 8 |

ANNEXURE-2

Technical Specification of 2500A AL BusBar Trunking (BBT) System:

| SL | Description | Unit | Qty |
|---|--|------|-----|
| 2500A AL 4W BBT (Brand: EAE, Origin: Turkey) | | | |
| 1 | 2500A TPN+PE, AL, 4W, IP55 Riser BBT | Lot | 1 |
| 2 | 2500A TPN+PE, AL, 4W, IP55 Generator Synchronizing Panel To Panel | Lot | 1 |
| 3 | 2500A TPN+PE, AL, 4W, IP55 Transformer To LT Panel | Lot | 1 |
| 4 | KXP 2550-250 A-PLUG-IN-TAP-OFF BOX-EMPTY-3P-SUITABLE FOR MCCB-4W (Equipped with ABB MCCB, XT3N 250, TMD, In=250A 1SDA068059R1) | ADT | 12 |
| 5 | KXP 1650 PLUG-IN-TAP-OFF BOX-160A-EMPTY-SUITABLE FOR 3P MCCB-4W (Equipped with ABB MCCB, XT1N 100, TMD, In=100A 1SDA067418R1) | Pcs | 2 |